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*Attorneys for Defendants Horace Mann
Services Corporation and Horace Mann Investors, Inc.*

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

RICHARD YUSKO, an individual,

Plaintiff,

v.

HORACE MANN SERVICES
CORPORATION, an Illinois Corporation;
HORACE MANN INVESTORS, INC., an
Illinois Corporation; DOES I through X,
inclusive; and ROE CORPORATIONS I
through X, inclusive,

Defendants.

CASE NO.: 2:11-cv-00278-RLH-GWF

CONFIDENTIALITY AND PROTECTIVE ORDER

The parties wish to maintain the confidentiality of private documents and information that they have not made available to the public, but may be required to produce during the course of this litigation. This information includes internal corporate records and information that may otherwise contain confidential information. The parties agree that such documents and information may qualify as intellectual, proprietary, and property interests such as trade secrets or confidential information; and/or, sensitive, non-public information that would justify sealing or redaction.

Accordingly, the parties hereto, each by their respective counsel, hereby enter into this Stipulation and Order of Confidentiality respecting documents and other confidential information produced in this litigation as follows:

1 1. Any information designated by a party (hereafter "Source") as "Confidential
2 Information" (which designation shall be made in good faith) that may be produced in
3 documentary form, as an oral statement, or in any other form (a) shall be used solely for the
4 purpose of this action; (b) shall be disclosed only to the individuals identified in paragraph 2(a)-
5 (f) of this Stipulation; and (c) shall not be published to the public in any form by the parties or
6 their counsel or by the individuals identified in paragraphs 2(a)-(f) of this Stipulation.

7 2. Use of information designated by a party as "Confidential Information" shall be
8 restricted to the following persons:

9 (a) Attorneys employed by the parties to the above-captioned action and
10 employees of such attorneys to whom it is necessary that the information be disclosed for the
11 purposes of this action;

12 (b) Such employees, agents or directors of the parties as are necessary to
13 assist in the prosecution of this action;

14 (c) Independent persons (including independent accountants, statisticians,
15 economists, or other technical experts) retained by the parties to the above-captioned action, or
16 by their attorneys, solely for the purpose of assisting in the preparation of this action, provided
17 that any such independent persons have executed a written agreement to be bound by the terms
18 of the Stipulation and have been provided with a copy of the Stipulation;

19 (d) The Court, Court reporters or stenographers engaged to record deposition
20 testimony, and their employees;

21 (e) Any mediators;

22 (f) Other persons as may be authorized by the Court.

23 3. Information shall constitute "Confidential Information" when a party marks the
24 first page of a document (or any copy of that document) "Confidential"; when a party provides
25 written notice to counsel that a document (or part of a document) is "Confidential"; or when a
26 party states on the record during an oral deposition that a statement is "Confidential."

27 ...

28

1 4. Nothing shall prevent disclosure beyond the terms of this Stipulation in the event
2 that a party consents to such disclosure or in the event that the Court orders such disclosure.

3 5. All information designated by a party as "Confidential Information" that may
4 appear in any pleading, motion, transcript, or other paper that is submitted or filed with the Court
5 shall be submitted or filed, in whole or in part, under seal and maintained under seal until either
6 further order of the Court or until such filing requirement is waived in writing by the designating
7 party or its undersigned counsel.

8 6. Any inadvertent disclosure by a party of "Confidential Information," regardless of
9 whether the information was so designated at the time of disclosure, shall not be deemed a
10 waiver in whole or in part of that party's claim of confidentiality, either as to the specific
11 information disclosed or as to any other information relating thereto or as to the same or related
12 subject matter.

13 7. Within sixty (60) days after the conclusion of this action, the originals and
14 reproduction of any documents produced by any party that contain information designated by
15 any party as "Confidential Information" shall either be returned to the designating party or the
16 party to which such documents were produced shall certify to other parties that such documents
17 have been destroyed, provided that counsel for the parties shall be entitled to retain one copy for
18 their files of any material filed with the Court, subject to the continued protections of this
19 Stipulation.

20 8. This Order applies only to information furnished by parties and non-parties that is
21 not otherwise publicly available and that has been designated by any party as confidential.

22 9. In the event that documents or information that may contain Confidential
23 Information are made available for inspection by the source, the party inspecting the documents
24 and/or information shall treat all documents and information produced as Confidential. There
25 will be no waiver of confidentiality by the inspecting of Confidential Information before it is
26 copied and marked "Confidential."

27 10. A party may, consistent with the provisions of this Order, refer to Confidential
28 Information in pretrial conferences before the Court, evidentiary hearings and at trial. The use of

1 Confidential Information at trial shall be addressed in the final pretrial order. In the event a
2 witness is scheduled to testify at any hearing prior to trial, the parties agree to meet and confer in
3 advance of the hearing to decide if any precautions are necessary to protect the source's
4 Confidential Information. The source must designate the transcripts of such proceedings as
5 "Confidential" within thirty days of receipt; if the disclosing source is not a party, the party using
6 the information must confer with the source regarding such designation.

7 11. This Order applies equally to documents and information obtained by or produced
8 in response to any subpoena, including in particular information produced by non-parties. Any
9 party to this action may designate as "Confidential" documents or information produced by any
10 party or non-party in this action. Such designation must be made within thirty days of the receipt
11 of the documents or information produced by the non-party or other party. Until this 30-day
12 period expires, the parties shall treat all documents and information produced in discovery as
13 "Confidential," including documents and information produced by non-parties.

14 12. Nothing in this Order shall abridge the right of any party to seek amendment of
15 this Order upon a showing of good cause or the written agreement of the opposing party or
16 parties, or to challenge any party's designation of any material as confidential, provided the
17 challenging party seeks first to resolve the issue with the designating party prior to seeking relief
18 with the Court.

19 13. Nothing in this Order shall abridge the right of any party to redact confidential
20 information from documents prior to their production provided such party clearly indicates that a
21 redaction has been made and clearly describes, in general terms, the information being redacted.

22 14. This Order shall survive the termination of this litigation. The Court shall retain
23 jurisdiction, even after termination of this lawsuit, to enforce this Order and to make such
24 amendments and modifications to this Order as may be appropriate.

25 15. If a source inadvertently or mistakenly discloses documents or materials protected
26 by the attorney-client privilege, attorney work product or any other privilege, the source shall
27 promptly advise the receiving party of the disclosure and recall any such inadvertently disclosed
28 privileged documents or materials by making a request of the receiving party for their return.

Likewise, if a receiving party becomes aware that a source inadvertently or mistakenly disclosed documents or materials protected by the attorney-client privilege, attorney work product or any other privilege, the receiving party shall promptly advise the source of the disclosure and return the documents or materials and any and all copies to the source. If the receiving party fails to return such documents or materials, the source may move the Court for an Order compelling the return. A source that elects to initiate a challenge to a receiving party's failure to return such documents or materials must do so in good faith and must begin the process by conferring directly (in voice to voice dialogue; other forms of communication are not sufficient) with counsel for the receiving party. In conferring, the source must explain the basis for its belief that the disclosure was made in error and must give the receiving party an opportunity to reconsider the circumstances, and, if no change in position is offered, to explain the basis for that position. A source may proceed to the next stage of the challenge process only if it has engaged in this meet and confer process first.

Dated this 3rd day of October, 2011.


United States Magistrate Judge

Dated this 30th day of September, 2011.

KANG & ASSOCIATES

/s/ Erica D. Loyd
ERICA D. LOYD, ESQ.
Nevada Bar No. 10922
3571 Red Rock Street, Suite A
Las Vegas, NV 89103

Attorney for Plaintiffs

Dated this 30th day of September, 2011.

SANTORO, DRIGGS, WALCH,
KEARNEY, HOLLEY & THOMPSON

/s/ James E. Whitmire
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through X, inclusive,

Defendants.

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EXHIBIT A

UNDERTAKING OF _____

I, _____, declare as follows:

1. My address is _____.

2. My present employer and the address of my present employer (if different from
above) are _____.

3. I have received a copy of the Protective Order in the above-captioned action.

4. Having carefully read and understood the provision of the Protective Order agree
to be bound by its terms.

5. I will hold in confidence and not disclose to anyone not qualified under the
Protective Order and will use only for purposes of this action any documents designated as

1 "Confidential," as set forth in the Protective Order, which are disclosed to me. I will
2 maintain any such information in a safe and secure place.

3 6. I will return all documents designated as "Confidential" which come into my
4 possession and documents or things I have prepared relating thereto, to counsel of the party that
5 provided such materials to me. I acknowledge that such return shall not relieve me from any
6 continuing obligations imposed on me by the Protective Order.

7 7. I agree to submit to the jurisdiction of a court located in the state of Nevada for
8 purposes of enforcement of this Undertaking.

9 I declare under penalty of perjury that the foregoing is true and correct.

10 Dated this ____ day of _____, 2011.

11
12 _____
Signature

13
14 _____
Print Name

15
16 _____
Witness